

**MEMORANDUM OF AGREEMENT AMONG  
FIELDCREST CUSD 6  
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING PARTIAL DEMOLITION AND NEW CONSTRUCTION OF  
FIELDCREST MIDDLE SCHOOL AT 102 W. ELM  
IN WENONA, ILLINOIS  
(SHPO LOG #002020222)**

**WHEREAS**, Fieldcrest CUSD 6 (District) is planning to undertake the demolition of the 1927 portion and new construction of Fieldcrest Middle School (School) at 102 W. Elm in Wenona, IL; and

**WHEREAS**, the project requires a National Pollutant Discharge Elimination System (NPDES) permit and a Water Pollution Control permit, thereby making the project an Undertaking subject to review under the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420)( Act) and its implementing rules (17 IAC 4180) ; and

**WHEREAS**, the District has consulted with the Illinois State Historic Preservation Office (Office), a Division of the Illinois Department of Natural Resources (IDNR), pursuant to the Act; and

**WHEREAS**, the Office currently resides within IDNR, and the Director of IDNR is the duly designated State Historic Preservation Officer (SHPO); and

**WHEREAS**, on March 23, 2022, SHPO determined that the School is eligible for listing on the National Register of Historic Places (NRHP) under criterion A; and

**WHEREAS**, the SHPO has determined that the Undertaking will have an adverse effect on the School that is eligible for the NRHP; and

**NOW, THEREFORE**, the District, IEPA, and the SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in this Memorandum of Agreement (Agreement) in order to mitigate the adverse effects of this Undertaking to the NRHP-eligible property.

**STIPULATIONS**

**I. MITIGATION**

The District shall retain a historical contractor(s) of its choice (Contractor) who meets the Secretary of the Interior’s Qualifications (36 CFR Part 61, [https://www.nps.gov/history/local-law/arch\\_stnds\\_9.htm](https://www.nps.gov/history/local-law/arch_stnds_9.htm)) to complete the measures described below. The District shall ensure that the following mitigation and Historic Illinois School Survey (HIBS) recordation are completed by the Contractor. The

recording must follow the HIBS guidelines established by the SHPO. The District shall ensure the Contractor consults with the SHPO prior to the initiation of the work to ensure that expectations are understood.

A. Recordation

1. Fieldwork: Site Visit, Photography, Measurements

- a. The Contractor shall take site, interior, exterior, and detail digital images of the School. These photos should be used for reference in developing the architectural description outlined in I.A.2.d. Field notes/sketches should be used to create the digital sketch plans outlined in I.A.2.a.
- b. The Contractor shall submit draft digital images of the same or very similar views that are proposed for HIBS photography to the SHPO for comment. Selection of view and quantity of images shall be done in consultation with the SHPO. Images must include site, elevations, distinctive exterior and interior architectural features, primary interior spaces, and representative non-primary interior spaces. Upon SHPO concurrence in writing of the selected draft views, the Contractor may proceed with taking the final HIBS photography as outlined in I.A.1.c.
- c. Final HIBS photographs must be taken by a professional photographer and must include all the views agreed to in I.A.1.b. Photographs must be taken with a large-format film camera using 4" x 5" or larger black-and-white negatives, processed according to HIBS guidelines, with in-camera perspective correction (as needed).
- d. Upon completion of I.A.1.a, b, and c, the Contractor shall digitally submit the images and copies of field notes to the SHPO for review and comment. Upon SHPO confirmation in writing that all of the information necessary to complete HIBS recording has been collected, the demolition of the School may commence.

2. Recordation components shall consist of the following items.

- a. Sketch plans/elevations, as defined by HIBS guidelines (i.e. location map, site plan, key to photographs). The sketch plans will be included as figures at the end of the relevant report(s) and printed in accordance with SHPO Transmittal Guidelines.
- b. HIBS photographs. Prints from the negatives taken in I.A.1.c must be either wet processed on regular (not resin-coated) photo paper

or inkjet-printed, according to HIBS guidelines. The size of the final prints shall be the size of the negatives, and their mounting and labeling shall be done in accordance with guidance provided by SHPO staff. Final recordation package must contain the photo prints, original negatives, and a contact sheet, per HIBS standards.

- c. Archival digital photography. This set of labeled photos are those taken as a part of the reconnaissance and agreed to as stated in I.A.1.a. They should be printed as directed by SHPO staff.
  - d. Narrative and description. A written historic narrative and an architectural description of the School using HIBS-designated outline format printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper.
  - e. Original and/or historic drawings. Any original and/or historic drawings of the School scanned at a minimum of 400 ppi and dropped full-size onto HIBS title blocks. Verify that the original/historic plans can be reproduced in accordance with the U.S. Copyright Act, as amended. The finished sheets will be printed on vellum in accordance with SHPO's Transmittal Guidelines. The Contractor must consult with the SHPO to determine which extant plans warrant scanning and inclusion in the recordation package.
  - f. Original field notes, if applicable (i.e., field sketches, laser-scan info, photogrammetric data info.)
  - g. Historic images and maps. Photographic copies of illustrative historic images and maps must be scanned, and printed, and labeled according to HIBS guidelines. The Contractor must consult with the SHPO to determine which historic images and maps warrant inclusion in the recordation package.
  - h. Copyright release form. Photographic copies and images that appear as figures within a historical report must be copyright free and a release form provided as part of the documentation package.
  - i. CD/DVD. Digital versions of items I.A.2.a through I.A.2.h must be saved onto an archival CD/DVD.
3. Draft submission. The Contractor shall email of the 95% draft of the items in I.A.2.a through h in .pdf format to the SHPO for review and comment. When the SHPO accepts in writing the 95% draft submission, the Contractor shall incorporate into the recordation any comments that the SHPO provides and complete the final documentation as directed in I.A.4.

4. Final submission. Upon completion of the final documentation, the Contractor shall submit the following to the SHPO:
  - a. One (1) HIBS recordation package containing all items specified above in an archival clamshell.
  - b. Digital versions of all items uploaded to the State of Illinois file transfer site: <https://filet.illinois.gov/filet/pimupload.asp> with “[SHPO.review@illinois.gov](mailto:SHPO.review@illinois.gov)” as the recipient.

Upon final approval, the SHPO will submit the HIBS recordation package to the SHPO for eventual deposit with the Abraham Lincoln Presidential Library in Springfield, Illinois.

## II. DURATION

This Agreement shall be effective until such time as all of its terms are satisfied or it is amended or terminated and replaced. Prior to such time, the District may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The District shall notify the signatories as to the course of action it will pursue.

## III. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, the District shall consult with the SHPO immediately and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. In the event of an unanticipated discovery of human remains or burials, the District understands and agrees that it must immediately stop work within the area of discovery, consult with the SHPO, and comply with the Human Skeletal Remains Protection Act (20 ILCS 3440) and its implementing rules (17 IAC 4170) as administered by IDNR, which provides that no human skeletal remains shall be disturbed without a permit issued by IDNR.

## IV. MONITORING AND REPORTING

Each year following the execution of this Agreement until it expires or is terminated, District shall provide all parties to this Agreement a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in District’s efforts to carry out the terms of this Agreement.

## V. DISPUTE RESOLUTION

Should any signatory to this Agreement object at any time to any actions proposed or the

manner in which the terms of this Agreement are implemented, the District shall consult with the signatories to resolve the objection. If the signatories cannot agree regarding a dispute, the signatories shall utilize the procedures provided in 20 ILCS 3420/4e.

The District's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

#### VI. AMENDMENTS

This Agreement may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy is signed by all of the signatories.

#### VII. TERMINATION

If any signatory to this Agreement determines that its terms become impossible to carry out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulations V and VI above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

#### VIII. COUNTERPARTS; FACSIMILE OR .PDF SIGNATURES

This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or .pdf copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

EXECUTION of this Agreement by signatories and the implementation of its terms evidence that the signatories have afforded the SHPO an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]



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**SIGNATORY**

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**SIGNATORY**

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: Carey L. Mayer Date: 05/18/2022  
Carey L. Mayer, AIA  
Deputy State Historic Preservation Officer  
Illinois Department of Natural Resources